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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

SECURITIES AND EXCHANGE
COMMISSION

Plaintiff,

v.

ALEXANDER BEVIL, an individual;
RICHARD MCCALL BOHNSACK, an
individual; DANIEL THOMAS BROYLES, an
individual; CHARLES CARY DAVIS, an
individual; WILLIAM JAMES ROTH, an
individual; GLENN JOSEPH STORY, an
individual; and HAROLD WASSERMAN, an
individual,

Defendants.

Case No.: 2:19-cv-590-RFB-CWH

**CONSENT OF DEFENDANT
HAROLD WASSERMAN**

1. Defendant Harold Wasserman ("Defendant") acknowledges having been served with the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as provided herein in paragraph 12 and except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the Judgment in the form attached hereto (the "Judgment") and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violation of Sections 5 and 17(a) of the Securities Act [15 U.S.C §§ 77e and 77q] and Section 15 of the Exchange Act [15 U.S.C. §§ 78j(b) and 78o];
- (b) permanently and unconditionally restrains and enjoins, pursuant to Section 20(g)(1) of the Securities Act [15 U.S.C. § 77t(g)(1)] and Section 21(d)(6)(A) of the Exchange Act [15 U.S.C. § 78u(d)(6)(A)], Defendant from participating in any offering of penny stock; and
- (c) permanently restrains and enjoins Defendant from, directly or indirectly, including, but not limited to, through any entity owned or controlled by him, soliciting any person or entity to purchase or sell any security;
- (d) orders Defendant to pay disgorgement in the amount of \$46,819.25, plus prejudgment interest thereon in the amount of \$7,260.17; and
- (e) orders Defendant to pay a civil penalty in the amount of \$15,000 pursuant to Section 20(d) of the Securities Act [17 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)].

3. Defendant acknowledges that the civil penalty paid pursuant to the Final Judgment may be distributed pursuant to the Fair Fund provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002. Regardless of whether any such Fair Fund distribution is made, the civil penalty shall be treated as a penalty paid to the government for all purposes, including all tax purposes. To preserve the deterrent effect of the civil penalty, Defendant agrees that he shall not, after offset or reduction of any award of compensatory damages in any Related Investor Action based on Defendant's payment of disgorgement in this action, argue that he is entitled to, nor shall he further benefit by, offset or reduction of such compensatory damages award by the

1 amount of any part of Defendant's payment of a civil penalty in this action ("Penalty Offset"). If
2 the court in any Related Investor Action grants such a Penalty Offset, Defendant agrees that he
3 shall, within 30 days after entry of a final order granting the Penalty Offset, notify the
4 Commission's counsel in this action and pay the amount of the Penalty Offset to the United
5 States Treasury or to a Fair Fund, as the Commission directs. Such a payment shall not be
6 deemed an additional civil penalty and shall not be deemed to change the amount of the civil
7 penalty imposed in this action. For purposes of this paragraph, a "Related Investor Action"
8 means a private damages action brought against Defendant by or on behalf of one or more
9 investors based on substantially the same facts as alleged in the Complaint in this action.
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11 4. Defendant agrees that he shall not seek or accept, directly or indirectly,
12 reimbursement or indemnification from any source, including but not limited to payment made
13 pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays
14 pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof
15 are added to a distribution fund or otherwise used for the benefit of investors. Defendant further
16 agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any
17 federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final
18 Judgment, regardless of whether such penalty amounts or any part thereof are added to a
19 distribution fund or otherwise used for the benefit of investors.
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21 5. Defendant waives the entry of findings of fact and conclusions of law pursuant to
22 Rule 52 of the Federal Rules of Civil Procedure.
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24 6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of
25 the Judgment.
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1 7. Defendant enters into this Consent voluntarily and represents that no threats,
2 offers, promises, or inducements of any kind have been made by the Commission or any
3 member, officer, employee, agent, or representative of the Commission to induce Defendant to
4 enter into this Consent.

5 8. Defendant agrees that this Consent shall be incorporated into the Judgment with
6 the same force and effect as if fully set forth therein.

7 9. Defendant will not oppose the enforcement of the Judgment on the ground, if any
8 exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby
9 waives any objection based thereon.

10 10. Defendant waives service of the Judgment and agrees that entry of the Judgment
11 by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms
12 and conditions. Defendant further agrees to provide counsel for the Commission, within thirty
13 days after the Judgment is filed with the Clerk of the Court, with an affidavit or declaration
14 stating that Defendant has received and read a copy of the Judgment.

15 11. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted
16 against Defendant in this civil proceeding. **Defendant acknowledges that no promise or**
17 **representation has been made by the Commission** or any member, officer, employee, agent,
18 or representative of the Commission **with regard to any criminal liability that may have**
19 **arisen or may arise from the facts underlying this action or immunity from any such**
20 **criminal liability.** Defendant waives any claim of Double Jeopardy based upon the settlement
21 of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant
22 further acknowledges that the Court's entry of a permanent injunction may have collateral
23 consequences under federal or state law and the rules and regulations of self-regulatory
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1 organizations, licensing boards, and other regulatory organizations. Such collateral
2 consequences include, but are not limited to, a statutory disqualification with respect to
3 membership or participation in, or association with a member of, a self-regulatory organization.
4 This statutory disqualification has consequences that are separate from any sanction imposed in
5 an administrative proceeding. In addition, in any disciplinary proceeding before the Commission
6 based on the entry of the injunction in this action, Defendant understands that he shall not be
7 permitted to contest the factual allegations of the complaint in this action.
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9 12. Defendant understands and agrees to comply with the terms of 17 C.F.R.
10 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or
11 respondent to consent to a judgment or order that imposes a sanction while denying the
12 allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is
13 equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies
14 the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e),
15 Defendant: (i) will not take any action or make or permit to be made any public statement
16 denying, directly or indirectly, any allegation in the complaint or creating the impression that the
17 complaint is without factual basis; (ii) will not make or permit to be made any public statement
18 to the effect that Defendant does not admit the allegations of the complaint, or that this Consent
19 contains no admission of the allegations, without also stating that Defendant does not deny the
20 allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in
21 this action to the extent that they deny any allegation in the complaint; and (iv) stipulates solely
22 for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11
23 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for
24 disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the
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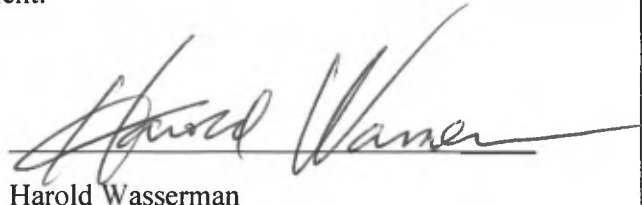
Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this agreement, the Commission may petition the Court to vacate the Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

14. Defendant agrees that the Commission may present the Judgment to the Court for signature and entry without further notice.

15. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Judgment.

Dated: 7/13/19


Harold Wasserman

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

On 07/13/2019 before me, MARC OHANESSIAN, Notary Public,
(Here insert name and title of the officer)

personally appeared HAROLD WASSERMAN,

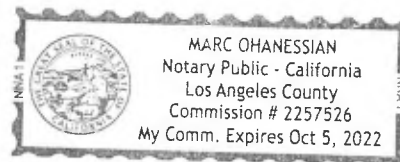
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

**ADDITIONAL OPTIONAL INFORMATION****DESCRIPTION OF THE ATTACHED DOCUMENT**

CONSENT OF DEFENDANT
 (Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits. otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document